IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.161 OF 2005

Reuters India P.Ltd. ..Plaintiffs

Vs.

Rajnarayan Financials Services Ltd. ..Defendants

Ms.Vandana Gupte i/b Dholakia Gupte and Co. for the plaintiffs

CORAM : S.U.KAMDAR, J
DATED : 3RD OCTOBER, 2005

P.C.:

1. The present suit is filed for the recovery of amount in respect of services rendered. Page 51 of particulars of claim indicates that the claim is for a period of June 2001 to November 2001. The learned counsel for the plaintiffs states that the word January 2001 mentioned in particulars of claim is erroneous and the period is from June 2001 to November 2001. The claim arises under clause 3.3 of the contract at page 22 of the plaint. The said clause 3.3 reads as under:

"3.3 The Service Fees for each

> Service are payable from the date that Service is first made available to you. We will invoice you for the Charges. You will pay the Charges in full within the time specified on the invoice. Unless otherwise specified in the order form, charges are payable quarterly in advance.

2. On plain reading of particulars of claim and clause 3.3 of the contract of claim which is at Ex.A it is clear that the claim is barred by law of limitation because the claim was in November 2001 and suit is lodged on 10.11.05. It is contended by the learned counsel for the plaintiffs that the termination of the contract which is by letter dt.18.6.01 is come into effect after period of 6 months and therefore the claim is within time. The said argument cannot be accepted. Firstly, for the reason that from the letter dt.18.6.01 it is made clear that the contract is terminated forthwith and not after the period of period of 6 months. Thereafter merely because contract provides for

termination period of 6 months that would not extend the termination. Secondly, the claim is not in respect of the said six months period. Claim is based on invoice which is mentioned in particulars of claim and clause 3.3 of the contract. The amount is due and payable in respect of invoice immediately. In that view of the matter, present suit is exfacie barred by law of limitation. Suit is dismissed accordingly. No order as to costs.